

INMATE TRANSPORTATION SERVICES

1. PARTIES

The Montana Department of Corrections (hereinafter the “Department” or “MDOC”) and **TransCor America, LLC** (“Contractor”) enter into this Contract (#06-019-DIR). The Parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
1539 11th Avenue
PO Box 201301
Helena MT 59620-1301
(406) 444-3930

TransCor America, LLC
646 Melrose Avenue
Nashville TN 37211
800-825-3320

The Parties to this Contract, and for the consideration set forth below, agree as follows:

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR AND STATE

2.1 Contractor agrees to provide inmate transportation services as listed herein. Contractor shall:

- A. Domicile two, 12-passenger vans and four (4) TransCor agents (two teams) at the Montana State Prison (MSP) in Deer Lodge. These teams will run a weekly trip East and West from Rapid City, South Dakota to Wallace, Idaho (NW Shuttle), a weekly trip North and South from Shelby, Montana (Crossroads Facility) to Deer Lodge, Montana (MSP), and every other week transportation services shall include Glendive, Montana (Dawson County Regional Facility). Pick up and delivery of inmates at MSP and Montana Women’s Prison (MWP) shall be scheduled to occur on specific days and times, as mutually agreed upon by the Contractor and MSP and MWP respectively. Contractor shall also domicile one, 12-passenger van and two (2) TransCor agents (one team) at the Crossroads Correctional Facility in Shelby - for the duration of the contract between the U.S. Marshal Service and Corrections Corporation of America. This team will primarily service the U.S. Marshal inmates housed at Crossroads, but will also be available, as needed, to support the two MSP teams.
- B. **Perform out-of-state extraditions on a case-by-case basis only at a mutually agreed upon rate** and will coordinate all such extraditions with the Governor’s Office designee (Carol Smith (406) 444-5565). Department shall have the right to cancel an extradition order within twenty-four (24) hours after placing the order. However, if Contractor is en route or attempts to pick up an inmate and that pick up is canceled, at the option of the Contractor, Department is subject to a cancellation charge of 50% of the agreed upon charge for that trip.
- C. Transport Northwest Shuttle inmates along these routes, as referenced in Section 2.1.A. Inmates will be picked up and dropped off at designated facilities along these routes, and the teams will meet and exchange inmates with other law enforcement and/or correctional agencies, as appropriate. The purpose of maintaining the Department’s relationship with the Northwest Shuttle is for the Department to continue to receive free transportation of the Department’s inmates from the other Northwest Shuttle participating agencies.
- D. Maintain and operate its vehicles and security equipment in a safe and fully serviceable condition.

- E. Provide Department with a list of all transportation officers, including name, social security number, date of birth, certification of training (e.g. security, medical), and certification that no transporting officer has ever been convicted of a felony. Contractor further agrees to allow the Department to reserve the right to refuse the use of any officer under this Contract.
- F. Ensure inmates are continually restrained while in custody of Contractor. Inmates shall be considered a "maximum security" risk and shall be restrained with wrist, waist, and leg restraints. Contractor will consider an MDOC inmate [who has not yet been classified] as a "close" custody inmate. While in transport, inmates shall at all times be physically separated from transportation officers. A separate and secure section shall be provided for females, if male inmates are also being transported. A female transportation officer must also be present when transporting female inmates.
- G. Not transport maximum custody or administrative segregation level inmates (as determined by Department of Corrections' Classification System) without a "chase car" to follow the transport. Contractor will provide the chase car unless more than one move requiring a chase car will take place on the same day. In that case, MDOC will provide the second chase car.
- H. Possess a "manifest" in the transport vehicle at all times. The manifest will be readily accessible and will include the total number of inmates in the transport, as well as each offender's name, Adult Offender (AO) number, physical description, a color photo that reflects the inmate's current physical description (it may be a Polaroid), a listing of the crime(s) for which the offender was convicted, and the aggregate amount of time to which the offender was sentenced. The MSP Command Post shall be provided with a travel manifest before an inmate transport commences.
- I. Provide MDOC with e-mail notification of planned transports to and/or from MDOC facilities. The notification will include the date of the transport, the names of inmates being transported, the destination and pick up point, and the designated transport officers. The email notification will be sent to the MWP Warden (or designee), MSP Admissions Manager, MSP Admissions Officer, and MSP Shift Captains. Notification shall be provided to MDOC 24 hours in advance of the transport. When transports are running behind schedule, transporting officers shall telephone the MDIU Control Officer or MWP Control Officer or shift commander, as appropriate.
- J. Transport inmate property in accordance with MDOC policy 4.1.3 (Offender Personal Property)." Contractor will post a roster of inmates on a clipboard on top of their property lockers in the Admissions Area of MDIU. Transport officers will complete this as they drop off or pick up inmates. If MDIU supplies hygiene items for inmates, this document will be used for billing purposes. Transport officers will utilize a 3-part form and deposit said form in the designated basket on top of the property lockers.
- K. Deliver, along with the inmate, all records, the inmate's file, the 6-part medical file, medications, and the inmate's ID card.
- L. Provide MDOC with updated lists of Contractor's transport officers. MDOC will provide the written procedures that Contractors' transport officers must follow when entering the MDIU and while on-site at MDIU. Contractor will provide all transport officers with copies of these procedures.
- M. Provide inmates with meals and restroom stops, as appropriate. All meals shall be served to appropriately restrained inmates within the confines of the vehicle. Contractor will only stop

at secure locations for restroom and meal breaks and will not stop at any location, unless an emergency, during transports of three hours or less duration.

- N. Notify local law enforcement with information about any scheduled or unscheduled stops in the local community including stops for fuel.
- O. Provide clothing of said inmates in a style and design generally accepted in the “jail” industry. Contractor agrees to dress inmates in the designated clothing prior to transporting the inmate. In the rare instance in which an inmate has personal clothing, it will be stored in the inmate’s secured property while inmate is housed at MSP Reception.
- P. Reimburse MDOC for hygiene items provided to inmates housed at the MDIU.
- Q. Provide a lock box at MDIU for inmate medications. Contractor will fax a copy of the medical authorization list to the Infirmary Staff at MSP before an inmate arrives at MSP MDIU. When transport officers arrive with inmate medications, they will place the medication in the lock box. MSP Infirmary Staff will have a key to the lock box and will access the medications “as needed.” Only Contractor and MSP Infirmary Staff will have a key to this lock box. The cost of medications issued by the MSP Infirmary to inmates housed at MDIU on behalf of the Contractor will be the responsibility of the Contractor.
- R. Bring their transportation vehicle into the secure parking area in front of the admissions door when transporting inmates to MSP.
- S. Not authorize anyone else to transport inmate’s to/from MDOC facilities. Any authorization must come from MDOC officials.
- T. Provide handheld radios and cell phones for each transport agent/vehicle and provide MDOC with the cell phone number for each transport.
- U. Require its transport officers to wear a firearm, when appropriate.

2.2 Department agrees to provide Contractor with the following:

- A. Up to five cells (ten (10) beds) for temporary housing of adjudicated male inmates at MSP Reception for use by Contractor. Contractor may house inmates at the Martz Diagnostic Intake Unit (MDIU) for no longer than three days without prior written approval from the MDOC Contract Liaison.
- B. Bedding and meals to inmates temporarily housed by Contractor at MSP Reception.
- C. Office space at MSP Reception with access to telephone and data connections. Monthly charges incurred by Department for long distance, dial tone, and network access for said phone(s) are the responsibility of Contractor. Office furnishings/equipment is the responsibility of Contractor.
- D. Office space for Contractor’s designated transportation coordinator at the Bozeman Probation & Parole office with access to telephone and data connections. Monthly charges incurred by Department for long distance, dial tone, and network access for said phone(s) are the responsibility of Contractor. Office furnishings/equipment is the responsibility of Contractor.

- E. A property box at MDIU for MSP admissions after hours. When Contractor arrives with an inmate for admission to MDIU/MSP during hours that the admissions area is not staffed, MDIU officers will secure their property/money/paperwork in the property box. If medications accompany the inmate, the medications will be placed in the lock box that is in the entry to the admissions area. Admissions Officers will take care of the property when they arrive for their next shift. Infirmary staff will take care of the medications.

2.3 GENERAL PROVISIONS

- A. Transportation priority on each van will be first given to Department inmates, then to Northwest Shuttle inmates, and remaining space to Montana County Sheriff inmates and USMS inmates.
- B. Department and Contractor agree to designate persons whose duty is to coordinate the transportation of Department inmates. Department's transportation coordinator is Patrick Smith (406) 846-1320 x2556 and his designee's are Jerry Johnson (406) 846-1320 x2558 and Jerry Guthrie (406) 846-1320 x2519. Contractor's transportation coordinator is Allison Chestnut (406) 556-4525.
- C. Contractor shall assume custody of inmates and provide transportation of said inmates from and to locations designated by Department. Inmate coordinators shall mutually agree upon a standard schedule of acceptable days/times for pick up/drop off of inmates at designated Department facilities. In assuming custody of inmates, Contractor shall perform and maintain security and control procedures in accordance with all state and federal requirements. In the event that there are no written policies or procedures, Contractor shall follow reasonable, customary operating procedures and accepted National Corrections Standards.
- D. Contractor shall provide Department with written reports of unusual incidents, emergencies, and/or controversial situations that arise during performance of services under this Contract. Reports shall be submitted as soon as practical after occurrence, but not later than 24 hours after the incident. Reports shall be sent to the Department designee/liaison listed herein, with a copy also sent to the inmate transportation coordinator at the directly affected facility.

Department shall provide Contractor with written reports of unusual incidents, emergencies and/or controversial situations that arise relative to inmates being temporarily housed as noted in Section 2.2A of this contract. Reports shall be submitted as soon as practical after occurrence, but no later than 24 hours after the incident. Reports shall be sent to the Contractor's designee/liaison listed herein, with a copy also sent to the Contractor's Project Manager.

For purpose of this Section [D], "unusual incident, emergency, or controversial situations" include, but are not limited to: any act of violence by an inmate or other passengers; any escape or attempted escape of an inmate or any other breach of security; any excessive delay in the transportation of an inmate; any medical condition of an inmate or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and, any refusal of law enforcement agencies to release an inmate to, or accept an inmate from, Contractor.

- E. Contractor shall assume custody of inmates from authorized agents of the Department, at the location of incarceration determined by the parties to be suitable for such purpose, and to transport such inmates to the specified location. Upon arrival at the inmates' destination,

Contractor shall surrender custody of such inmates to the Department, or to the appropriate law enforcement agency, as designated by the Department.

- F. To insure that inmates are surrendered [by the Contractor] to the custody of Department, or its duly authorized agents, corroborative identification of Department personnel designated to accept custody of the inmates shall be presented to Contractor personnel at the place and time of surrender of custody. Contractor shall not surrender custody of inmates without first verifying the identification of persons to whom custody of inmates is being transferred.
- G. Contractor is responsible for all costs related to the security, care, and transportation of inmates in the custody of Contractor or its agents. Costs incurred by Contractor for emergent and non-emergent medical care during transport are the responsibility of Department, unless such costs occur as a result of negligence on the part of Contractor.

In the event emergency care becomes necessary, Contractor is authorized to obtain such care provided the inmate consents or is unable to give consent and such emergency medical care is immediately necessary. All such expenditures shall be reported to the Department in detail and shall be reimbursed by the Department.

- H. Contractor agrees to transport a reasonable amount of inmate property with each inmate – **except Northwest Shuttle inmates, who will not be allowed any property to accompany them during transport.** Department must arrange shipment of excess property prior to pickup. Property shall be limited, generally, to what can be placed in a medium sized bag (approximately 12"x12"x36") and cannot exceed ten (10) lbs. in weight. Contractor will not transport fragile property, foodstuffs, weapons, or excessive legal paperwork.
- I. Contractor reserves the right to refuse to transport persons with medical conditions when there is risk of acute, chronic, or infectious medical condition(s) worsening as a result of motor vehicle transport. When medical status of the individual is prohibitive to ground transport, Contractor will offer the requesting agency escorted transport by commercial air at applicable rates, if a written release for such travel is available from licensed medical personnel.

3. **COMPENSATION/BILLING**

Department shall compensate Contractor for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. Department shall pay Contractor **\$29,855.00** (Twenty nine thousand, eight hundred fifty-five and 00/100 dollars) per month **for In-state inmate transportation services.**
- B. Department agrees to pay Contractor within 30 days following receipt of a correct invoice. Invoices shall be sent to: Department of Corrections, Fiscal Bureau, PO Box 201301, Helena MT 59620-1301.
- C. Department may withhold payments to Contractor if Contractor has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. **AGENCY ASSISTANCE**

To the extent possible, Contractor shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to Department may occur within the confines of a secure correctional facility necessitating the use of Department facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana Department Prison and Montana Women's Prison do not allow wireless phones within the facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2005 and shall terminate on October 31, 2005, unless terminated earlier in accordance with the terms of this Contract.

6. LIAISONS AND NOTICE

- A. Pat Smith, Contract Beds Manager, 500 Conley Lake Road, Deer Lodge MT 59722 or successor serves as Department's designee/liaison.
- B. Sharon Johnson Rion, 646 Melrose Avenue, Nashville TN 37211 or successor serves as Contractor's designee/liaison. Allison Chesnut or successor serves as Contractor's Project Manager
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials Contractor develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of Department.

8. PREVAILING WAGE REQUIREMENTS – MONTANA

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. At least 50% of the work for construction services must be performed by bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections 18-2-401 and 18-2-402, MCA, for a Correctional Officer to be \$10.64 per hour, plus fringe benefits of \$3.88. **Vacation benefit amounts are included in the prevailing wage rate for services occupations. Vacation can be deducted from the wage rate, after taxes, provided the employer is signatory to a collective bargaining agreement which contains a vacation fund and the benefit is paid into the fund. If an employer is not signatory to a collectively bargained agreement, the employer must pay the full prevailing wage amount with no deduction for vacation. Other fringe benefits specified (health and welfare, pension, and apprenticeship training) are to be paid in addition to the prevailing wage rates. For services occupations, there are no travel or per diem rates.*

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither Contractor nor its employees are employees of the Department. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the Department of Montana. Contractor shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. Contractor shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

10. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor agrees that it is financially responsible and is liable for any audit exceptions or other financial loss to Department due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
- B. Contractor agrees to protect, defend, and save the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of Contractor and/or its agents, employees, representatives, assigns, or subcontractors, unless the claims, demands, causes of action of any kind, including the cost of defense, arise from the sole negligence of the Department.

11. INSURANCE

- A. **General Requirements:** Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: Contractor's insurance coverage shall be primary insurance as respect to the Department, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by Department. At the request of Department either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. Contractor must immediately notify Department of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. Department reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$50,000,000.00 per occurrence and \$50,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Automobile Liability:** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$50,000,000.00 per occurrence and \$50,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by Contractor.

- D. **Specific Requirements for Professional Liability:** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$50,000,000.00 per occurrence and \$50,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may

provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

12. ACCESS AND RETENTION OF RECORDS

Contractor agrees to provide Department, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). Contractor agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the Department of Montana or a third party.

13. PUBLIC INFORMATION

Contractor recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. Department has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information that is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, Contractor agrees to hold Department harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

14. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of Department. No such written approval shall relieve Contractor of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of Contractor. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

15. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

16. COMPLIANCE WITH LAWS

Contractor must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, Contractor agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

17. TERMINATION AND DEFAULT

- A. Department or Contractor may, by written notice, terminate this Contract in whole or in part at any time if either party fails to perform as required in this Contract.

- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the Department of Montana.
- C. Department, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

18. CHOICE OF LAW AND VENUE

This Contract has been negotiated and shall be deemed to have been made in Montana. The Parties agree that this Contract shall be interpreted and enforced under the laws of the Department of Montana, without regard to the conflict of law principles of the laws of any state. The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, Department of Montana, and each party shall pay its own costs and attorney fees (Section 18-1-401, MCA). Contractor consents to the service of process laws of the Department of Montana and agrees that Sharon Johnson Rion shall be authorized to accept service on the Contractor's behalf.

19. LICENSURE

Contractor agrees to provide copies of current licenses and certifications that register Contractor and any associates performing under this Contract.

20. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

21. SEVERABILITY

A declaration by any court, or by any other binding legal source, that any provision of this Contract is illegal and void, shall not affect the legality and enforceability of any other provision of this Contract - unless the provisions are mutually dependent.

22. COMPLETED CONTRACT

Department cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Montana Department of Corrections, 1539 11th Avenue, PO Box 201301, Helena MT 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Bill Slaughter, Director
Montana Department of Corrections

Sharon Johnson Rion, President & CEO
TransCor America, LLC

Date

Date

Approved for Legal Content by:

Legal Counsel
Montana Department of Corrections

Date

CONTRACT AMENDMENT
CONTRACT #06-019-DIR

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **TransCor America, LLC** (CONTRACTOR) 646 Melrose Avenue, Nashville TN 37211 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2005 and Section 20 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2005 and shall terminate on ~~October 31, 2005~~ December 31, 2005, unless terminated earlier in accordance with the terms of this Contract.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

Date

CONTRACTOR

Sharon Johnson Rion, President & CEO
TransCor America, LLC

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT
CONTRACT #06-019-DIR

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **TransCor America, LLC** (CONTRACTOR) 646 Melrose Avenue, Nashville TN 37211 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2005 and Section 20 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

3. COMPENSATION/BILLING

Department shall compensate Contractor for successful delivery of services, provided pursuant to Section 2, in the following manner:

- E. Department shall pay Contractor ~~\$29,855.00 (Twenty nine thousand, eight hundred fifty five and 00/100 dollars)~~ \$31,055.00 (Thirty-one thousand, fifty five and 00/100 dollars) per month **for In-state inmate transportation services.**

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2005 and shall terminate on ~~December 31, 2005~~ June 30, 2006, unless terminated earlier in accordance with the terms of this Contract.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

Date

CONTRACTOR

Sharon Johnson Rion, President & CEO
TransCor America, LLC

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date